

ATTACHMENT "A-1"

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of this 1st day of July, 2008 between COMPUTER BUSINESS SOLUTIONS, INC., an Oklahoma corporation ("Assignor"), and GENISYS GROUP SOLUTIONS, LLC, a Tennessee limited liability company ("Assignee").

RECITALS

Assignor and Assignee are parties to that certain Asset Purchase Agreement dated June 30, 2008 (the "Purchase Agreement"), pursuant to which Assignee is entitled to purchase certain assets and obligated to assume certain liabilities of Assignor. Execution of this Agreement is required by the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Capitalized Terms. All capitalized terms used in this Agreement without definition have the meanings given to them in the Purchase Agreement.

Section 2. Transfer of Assets. Effective as of 12:01 a.m. on the date hereof (the "Effective Time"), Assignor hereby sells, transfers, assigns, conveys, grants and delivers to Assignee all of Assignor's right, title and interest in and to all of the tangible Assets.

Section 3. Assignment and Assumption. Effective as of the Effective Time, Assignor hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to (a) all of the intangible Assets, and (b) all of Assignor's burdens, obligations and liabilities solely in connection with the Assumed Liabilities. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Effective Time, solely in connection with the Assumed Liabilities.

Section 4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the transactions contemplated by this Agreement.

Section 5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Tennessee without regard to conflicts of laws principles that would require the application of any other law.

Section 6. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature Page Follows]

07/01/08 TUE 16:12 FAX 6155914016

GENISYS GROUP INC

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

COMPUTER BUSINESS SOLUTIONS, INC.

BY: 

TITLE: President

ASSIGNEE:

GENISYS GROUP SOLUTIONS, LLC

BY: 

TITLE: President